

JOINT USE AGREEMENT
SCHOOL BOARD OF LEON COUNTY AND LEON COUNTY, FLORIDA

THIS AGREEMENT, made this 1st day of July, 2003, by and between SCHOOL BOARD OF LEON COUNTY, FLORIDA, a public body corporate under the laws of Florida, hereinafter called "School Board", and LEON COUNTY, a political subdivision of the State of Florida, hereinafter called "County".

WHEREAS, the County desires to construct, maintain and operate recreation facilities with appropriate equipment and fencing located on the grounds of various schools throughout Leon County and to use such facilities and grounds in conjunction with County recreation programs and activities for the benefit of citizens of Leon County; and

WHEREAS, the School Board desires not only to permit such activities by the County but also to operate curricular/co-curricular/extra-curricular programs and to cooperate with the County in its efforts to provide recreational opportunities for the citizens of Leon County;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements of the parties hereto, the parties agree as follows:

A. **SCHOOL BOARD AGREES AS FOLLOWS:**

1. To permit the County to use the grounds and facilities owned by the School Board in the unincorporated area of County, except for Deer Lake Middle School, (hereinafter School Premises) which are determined by each building Principal and the Superintendent of Leon County Schools (hereinafter "Superintendent") or his designee to be suitable and available for use in conjunction with recreation programs and activities operated or conducted by the County;

2. With the prior written approval of Superintendent or his designee, to permit the construction, maintenance and operation of facilities by the County which do not jeopardize future school development or programming, subject to School Board rules and regulations and State Board of Education requirements;
3. To permit County employees to enter into and upon the School Premises at all reasonable times for the purpose of inspecting the conditions of the same and/or for the purpose of School Board-approved construction, operation, repair and maintenance of recreation facilities and the operation of recreation programs and activities;
4. To give the County first priority, after School Board programs or activities, in the use of the School Premises located in the unincorporated area of the County, provided that such use does not interfere or conflict with (a) activities or programs conducted by the School Board (as determined by building Principal); or (b) construction, repair or maintenance of School Premises. Additionally, the School Board agrees to notify the County of any School Board use for school programs that creates a conflict with existing uses at a particular school;
5. To obtain prior written County approval regarding the planning, operation and maintenance of County facilities used for School Board activities and functions (hereinafter County Premises) and to develop, operate and maintain such facilities, during times of such use, to the extent requested by the County and agreed to by the School Board; and

6. To provide the necessary resources (including trash pickup, parking in designated areas only and adult supervision) on the County Premises during times that such facilities are being utilized by the School Board such that those facilities:
 - a. Will appear attractive and inviting to the public for approved uses;
 - b. Will be reasonably safe for use; and
 - c. Will continue to remain in a reasonable state of repair throughout such times, as defined in Attachment A hereto (JOINT UTILIZATION OF PROPERTIES SCHEDULE) and made a part hereof by reference.

B. COUNTY AGREES AS FOLLOWS:

1. To obtain prior written approval of School Board regarding the planning, construction, operation and maintenance of School Premises used for County activities and programs and to develop, operate and maintain such facilities, during times of such use, to the extent requested by the School Board and agreed to by the County;
2. To provide the necessary resources (including trash pickup, parking in designated areas only and adult supervision) on the school Premises during times that such facilities are being utilized by the County such that those facilities:
 - a. Will appear attractive and inviting to the public for approved uses;
 - b. Will be reasonably safe for use;

- c. Will continue to remain in a reasonable state of repair throughout such times; and
 - d. Will be the responsibility of the County, concerning the routine and annual maintenance needs of green space being utilized by County, as defined in Attachment A hereto (JOINT UTILIZATION OF PROPERTIES SCHEDULE) and made a part hereof by reference.
- 3. To obtain prior written approval of the School Board (including building Principal) before constructing, building or developing any new facilities on School Premises. Such requests shall be directed to the persons identified in Paragraph C below; and
 - 4. To allow the use of County recreational facilities by the School Board for curricular/co-curricular/extra-curricular activities at all reasonable hours and times consistent with the type of facilities, provided that such activities do not interfere with other recreational activities operation, sponsored or approved by the County. The County shall give such School Board programs first priority use after County programs and other prior committed County uses.
- C. SCHOOL BOARD AND COUNTY MUTUALLY AGREE AS FOLLOWS:
- 1. In order to provide properly for the planning, development, maintenance and use of recreational facilities by each of the parties, representatives of the School Board and County shall prepare an annual, joint schedule reflecting their planned use and maintenance of facilities owned by each party for various programs, activities and maintenance operations. Such schedule shall be prepared, and approved by the parties no later than August 1 of

each year. During this scheduling process, each party shall identify all activities and circumstances which may limit, restrict or preclude the other party's use of its facilities during the coming year (October 1 to September 30) and both parties shall cooperate in efforts to minimize the impact of such circumstances on the party whose use of facilities is affected thereby. Each party shall further provide to the other party the earliest possible notice of any circumstances which, from time to time, may impact that party's opportunity or ability to use facilities of the party giving such notice;

2. To the extent permitted by Florida law, each of the parties shall indemnify and save harmless the other from any and all claims, demands, suits, actions, expenses and costs, judgments and recovery for or on account of damage occurring to a participant or guests of a participant in a party's activities during that party's exclusive or non-exclusive use of property or facilities belonging to or located on property of the other party. This obligation shall be limited to actions or omissions of the indemnifying party and to those of its agents, employees or personnel acting within the scope of such agency or employment;
3. That this agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns. Nothing in this agreement, expressed or implied, is intended to confer upon or against any other person, corporation or government unit any rights or remedies under or by reason of this agreement;

4. Notices, requests and communications given pursuant to this agreement shall be sent by certified mail, return receipt requested, or by hand delivery to the following:

TO THE COUNTY:
Director of Parks & Recreation for Leon County
2280 Miccosukee Road
Tallahassee, FL 32308

TO THE SCHOOL BOARD:
School Board of Leon County
Director of Additional Curriculum Services
2757 West Pensacola Street
Tallahassee, FL 32304

5. The performance of County of any of its obligations under this agreement shall be subject to and contingent upon the availability of funds budgeted by County or otherwise lawfully expendable for the purposes of this agreement for the current and future periods.
6. This agreement shall become effective upon execution by both parties and shall terminate on June 30, 2006.

WITNESSES:

SCHOOL BOARD OF LEON COUNTY,
FLORIDA

Chairman

Name Typed/Printed

Name Typed/Printed

Reviewed and Approved:

J. Jeffry Wahlen
Attorney for School Board

LEON COUNTY, FLORIDA

TONY GRIPPA
Chairman

Name Typed/Printed

ATTEST:
BOB INZER

Name Typed/Printed

Approved as to Form:

Clerk

County Attorney

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